

ATTACHMENT TO FOIA REQUEST TO ENVIRONMENTAL PROTECTION AGENCY

1. Commencing June 1, 2010 and thereafter, any accounting records by year, commencing December 31, 2010 and thereafter, demonstrating the total dollar claims, penalties or any other form of monetary assessment asserted by the United States Environmental Protection Agency ("EPA") against the Alaska Department of Transportation and Public Facilities ("DOT") arising from any SWPPP requirements contained in the Consent Decree, as such terms are defined below.

2. Any Documents or Communications to and/or from DOT and EPA requesting or containing the subject of any waiver, removal, abatement or amendment to the Consent Decree, including without limitation any and all amendments, renewals, modifications or changes to the Consent Decree. This request further includes, without limitation, any request for appeal, waiver or relief made by DOT to EPA relating to changing, modifying or limiting the application of the Consent Decree to DOT, including without limitation, Paragraph 53 of the Consent Decree.

3. Copies, electronic or otherwise of all annual reports submitted by DOT to EPA and/or EPA compliance officer pursuant to the requirements contained in Paragraph 9(c) of the Consent Decree.

4. All Documents, Communications and Correspondence between EPA and DOT commencing January 1, 2010 to the present date which relate to the Consent Decree and which relate to the EPA or any of its sub-agencies asserting, or threatening to assert any claims, assessments or fines against DOT arising out of any alleged violations by DOT of the Consent Decree, together with any subsequent Documents relating to such claim, including without limitation the ultimate resolution and/or disposition of such claims.

DEFINITIONS

1. The term "Document" and/or "Communications" used herein refers to all written, electronic or graphic matter, however produced or reproduced, provided however, that if such Document is available in electronic form as defined in subparagraph (d) of this Definition, only electronic copies of such Documents need be produced, i.e. "hard copies" will not also need to be produced:

- (a) Papers, books, journals, ledgers, statements, purchase or sale confirmations, statement of accounts, memoranda, prospectuses, reports, invoices, work papers, notes, transcriptions of notes, letters, correspondence, checks, graphic representations, films, photographs, diaries, calendars, desk calendars, pocket calendars, lists, logs, publications, advertisements, messages, summaries, agreements, contracts, telegraphs, telexes, transcriptions of tapes or records, and any other writings or tangible things on which any handwriting, typing printing, photostatic or other forms of communications or information recorded or reproduced, as well as all notations on or pertaining to the foregoing;
- (b) Originals and all other copies not absolutely identical to said originals;
- (c) All drafts and notes (whether typed, handwritten or otherwise) made or prepared in connection with such documents, whether used or not; and

- (d) All digital data or electronic information or other information of any form, including electronic or digital data maintained on computer disks, databases or any other storage facility, and emails and any attachments thereto in their native format.

2. The term “SWPPP Documents and/or SWPPP Communications” includes all Documents defined in the term “Documents” above referenced and which relate to any Storm Water Pollution Prevention Plan (“SWPPP”) as defined and described in paragraph 4(v) of the Consent Decree as defined below.

3. The term “Consent Decree” shall mean the Consent Decree entered in the United States District Court for the District of Alaska under Cause No. 3:10-cv-00115-JWS and filed June 2, 2010 and as further signed by Judge Sedgwick and filed on or about September 21, 2010, together with any amendments or addenda thereto. For your convenience, a copy of such Consent Decree will be promptly provided to you upon your request to us.